

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Nature of Conveyance to a Security Interest previously recorded on Reel 000923 Frame 0129. Assignor(s) hereby confirms the Security Agreement.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MDC Acquisition Company (to be renamed McCormick Distilling Co., Inc.)		12/30/1992	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	Boatmen's First National Bank of Kansas City
Street Address:	10th & Baltimore
Internal Address:	P.O. Box 419038
City:	Kansas City
State/Country:	MISSOURI
Postal Code:	64183
Entity Type:	Bank:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	71665362	PLATTE VALLEY
Serial Number:	71665363	WESTON SPRINGS
Serial Number:	71678655	
Serial Number:	72099764	MCCORMICK
Serial Number:	73141835	B. J. HOLLADAY
Serial Number:	73435002	STILLBROOK
Serial Number:	73690351	MCCORMICK
Serial Number:	73744631	MCCORMICK
Serial Number:	73744640	RON RIO
Serial Number:	73744735	CAMBRIDGE
Serial Number:	73771191	CONGRESS

CH \$290.00 71665362

TRADEMARK

CORRESPONDENCE DATA

Fax Number: (816)474-9057
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 816-474-9050
Email: tmdocketing.elbein@hoveywilliams.com
Correspondent Name: Michael Elbein
Address Line 1: 2405 Grand Boulevard, Suite 400
Address Line 4: Kansas City, MISSOURI 64108

NAME OF SUBMITTER:	Attorney and Authorized Representative
Signature:	/Michael Elbein/
Date:	03/14/2007

Total Attachments: 9
source=Prior Erroneous Cover Sheet#page1.tif
source=Security Agreement Documents - Pg. 1#page1.tif
source=Security Agreement Documents - Pg. 2#page1.tif
source=Security Agreement Documents - Pg. 3#page1.tif
source=Security Agreement Documents - Pg. 4#page1.tif
source=Security Agreement Documents - Pg. 5#page1.tif
source=Security Agreement Documents - Pg. 6#page1.tif
source=Security Agreement Documents - Pg. 7#page1.tif
source=Security Agreement Documents - Pg. 8#page1.tif

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

40.00 481
375.00 482 D

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
MDC Acquisition Company
(to be renamed McCormick Distilling Co., Inc.)

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 30, 1992

2. Name and address of receiving party(ies):

Name: Boatmen's First National Bank of Kansas City

Internal Address: ATTN: Thomas R. Mahoney

Street Address: 10th & Baltimore

P. O. Box 419038

City: Kansas City State: MO ZIP: 64183

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached? Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

See Attached List

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Linda West

Internal Address: Morrison & Hecker

Street Address: 2600 Grand Avenue

City: Kansas City State: MO ZIP: 64108

6. Total number of applications and registrations involved:

16

7. Total fee (per CFR 2.41):

\$ 415.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

040 TD 01/27/93 603130
040 TD 01/27/93 603130

DO NOT USE THIS SPACE

0 481 40.00 CK
0 482 375.00 CK

89133170

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Linda L. West
Name of Person Signing

Linda L. West
Signature

1/6/93
Date

Total number of pages comprising cover sheet: 1/2

REEL 923 FRAME 129

Item 4.B. of Trademark Recordation Cover Sheet for
 Trademark Collateral Assignment
 between MDC Acquisition Company and
 Boatmen's First National Bank of Kansas City

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>ISSUE DATE</u>
1 PLATTE VALLEY	603,130	03/08/55
2 THE REAL McCOY	-603,131	03/08/55
3 WESTON SPRINGS	-611,534	03/08/55
4 CONTAINER (Stoneware Jug)	-657,297	01/14/58
5 McCORMICK	-793,468	07/27/65
6 B.J. HOLLADAY	-1,114,995	03/13/79
7 McCORMICK	-1,514,781	11/29/88
8 NOVA	-1,536,674	04/25/89
9 McCORMICK	-1,567,451	11/21/89
10 RON RIO	-1,573,717	12/26/89
11 CONGRESS	-1,594,484	05/10/90
12 CAMBRIDGE	-1,608,440	07/31/90
13 VIAKA	-1,205,854	11/25/75
14 RIO GRANDE	-733,362	10/31/61
15 STILLBROOK	-1,291,453	08/31/84
16 DESIGN	657,297	01/14/58
17 PETROV	PENDING	

REEL 923 FRAME 130
 TRADEMARK

TRADEMARK COLLATERAL ASSIGNMENT

This Trademark Collateral Assignment (the "Agreement") is made on the 30th day of December, 1992, between HDC ACQUISITION COMPANY, a Missouri corporation, to be renamed McCormick Distilling Co., Inc., having a mailing address at Route 2, Box 41, Weston, Missouri 64098 (the "Assignor"), and BOATMEN'S FIRST NATIONAL BANK OF KANSAS CITY, having a mailing address at Tenth and Baltimore, Post Office Box 419038, Kansas City, Missouri 64183, Attention: Thomas R. Mahoney (the "Lender").

Assignor has executed and delivered its Term Note in the principal amount of \$1,600,000.00 and Revolving Credit Note in the principal amount of \$10,000,000.00 (collectively the "Notes") to Lender pursuant to a Loan and Security Agreement (the "Loan Agreement") dated December 30, 1992, between Assignor and Lender. In order to induce Lender to execute and deliver the Loan Agreement, Assignor has agreed to assign to Lender a security interest in and lien on all of its right, title and interest in and to the Trademarks (as defined below) as security for payment of the obligations (as defined in the Loan Agreement).

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction of all obligations (as defined in the Loan Agreement), Assignor hereby grants, assigns and conveys to Lender a lien on and security interest in the entire right, title and interest of Assignor in and to each Trademark described in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including, without limitation, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world, if any (collectively the "Trademarks"), and the goodwill of the business to which the Trademarks relate.

2. Assignor covenants and warrants that:

(a) The Trademarks listed on Schedule A are subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of Assignor's knowledge, the Trademarks are valid and enforceable;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third party and Assignor shall hereafter notify Lender in writing promptly upon receipt of notice that any claim has been asserted;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to

TRADEMARK

REEL 923 FRAME 31

the Trademarks free and clear of any liens, charges and encumbrances, other than Permitted Liens (as defined in the Loan Agreement), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons, other than Permitted Liens and licenses granted on an arms-length basis which are made subject to the terms of this Assignment;

(e) Assignor has the unqualified right to enter into this Agreement and perform its term;

(f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and

(g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in the goods and services provided under the Trademarks.

3. Assignor agrees that until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.

4. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new trademark or trademark application, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give Lender prompt written notice thereof.

5. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications covered by paragraphs 1 and 4 hereof.

6. If any Event of Default (as defined in the Loan Agreement) shall have occurred and be continuing, Lender shall have, in addition to all other rights and remedies given to it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located, and without limiting the generality of the foregoing, Lender may immediately, without demand for performance and without other notice (except as set forth below) to Assignor, all of which are hereby expressly waived, and without advertisement except as required by applicable law, sell at public or private sale or otherwise realize upon, from time to time, in Kansas City, Missouri, or elsewhere, all or any part of the Trademarks, or any interest that Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the

REEL 0923 FRAME 132
TRADEMARK

Obligations; provided, however, that any such sale of a license or other interest in a Trademark, where Assignor also retains an interest in such Trademark, shall obligate the purchaser of such interest to use standards of quality in the goods and services provided under such Trademark consistent with those of Assignor. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least ten (10) days before any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of the Notes, or Lender may, to the extent permissible under applicable law, purchase all or any of the Trademarks, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

7. At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks and the goodwill of the business to which each relates and all claims for infringement by third parties, subject to any disposition thereof which may have been made by Lender pursuant hereto.

8. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto, the consummation of this transaction, the filing or recording of any documents (including all taxes and connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees and encumbrances, protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor to Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Default Rate prescribed in the Loan Agreement.

9. Assignor shall have the duty to prosecute diligently any trademark applications arising after the date of this Agreement until the Obligations shall have been paid in full, to make federal application on registerable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in any Trademarks which are material to Assignor's business. The expenses incurred in connection with the Trademarks shall be borne by Assignor. Assignor shall not abandon any Trademarks which are material to Assignor's business without the consent of Lender, which consent shall not be unreasonably withheld.

10. Assignor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event Lender may, if necessary, be joined as a nominal party to such suit if Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph 10.

11. Upon the occurrence and during the continuation of an Event of Default under the Loan Agreement, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender, as Lender may select in its reasonable discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else. Assignor hereby ratifies all that such attorneys shall lawfully do or cause to be done by virtue hereof, absent gross negligence or willful misconduct. This power of attorney shall be irrevocable for the life of this Agreement.

12. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Trademarks.

13. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement or other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby, by the Loan Agreement, by the other Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

TRADEMARK

REEL 923 FRAME 34

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Missouri.

19. Capitalized terms used in this Agreement that are not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

WITNESS the execution hereof under the seal as of the day and year first above written.


(Corporate Seal)

MDC ACQUISITION COMPANY

ATTEST:



R.A. SHULTS Secretary

By: 
Name: James L. Hossler
Title: President

TRADEMARK

REEL 923 FRAME 135

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 30th day of December, 1992, personally appeared James L. Hosier, to me known personally, and who, being by me duly sworn, stated that he is the President of MDC Acquisition Company, a Missouri corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said James L. Hosier acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

My Commission Expires:

LINDA L. MCCLURE
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires Oct. 2, 1993
TMDCC.1021/abv

REEL 923 FRAME 136
TRADEMARK

Schedule A
"Patents, Trademarks, Licenses, etc."

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>ISSUE DATE</u>
1 PLATTE VALLEY	603,130	03/08/55
2 THE REAL McCOY	603,131	03/08/55
3 WESTON SPRINGS	611,534	03/08/55
4 CONTAINER (Stoneware Jug)	657,297	01/14/58
5 McCORMICK	793,468	07/27/65
6 B.J. HOLLADAY	1,114,995	03/13/79
7 McCORMICK	1,514,781	11/29/88
8 NOVA	1,536,674	04/25/89
9 McCORMICK	1,567,451	11/21/89
10 RON RIO	1,573,717	12/26/89
11 CONGRESS	1,594,484	05/10/90
12 CAMBRIDGE	1,608,440	07/31/90
13 VIARA	1,205,854	11/25/75
14 RIO GRANDE	733,362	10/31/61
15 STILLBROOK	1,291,453	08/31/84
16 DESIGN	657,297	01/14/58
17 PETROV	PENDING	

REEL 0923 FRAME 137
 TRADEMARK

RECORDED
 PATENT AND TRADEMARK
 OFFICE

JAN 11 1993

42005668.1 122992 1839C 92026756